21. **Electronic B&C Service Billing**
    - Service Establishment Charge $8,950.00

22. **Billing Information Service Reporting**
    a. **Electronic Reporting of Bill Data**

    (1) Unbillables (EMI Records)
        i. Service Establishment Charge for delivery via CONNECT:Direct $1,000.00
        ii. Per tape processed $150.00
        iii. Per record, delivered on magnetic tape $.0019

    (2) Post-Billing Adjustments (EMI 45 Records)
        i. Service Establishment Charge for delivery via CONNECT:Direct $1,900.00
        ii. Per tape processed $150.00
        iii. Per record, delivered on magnetic tape $.0008

    (3) Uncollectibles (EMI 46 Records)
        i. Service Establishment Charge for delivery via CONNECT:Direct $500.00
        ii. Per tape processed $150.00
        iii. Per record, delivered on magnetic tape $.0006

    b. **When purchasing and testing Unbillable, Post-Billing Adjustment, and Uncollectible Reporting at the same time;**
    - Service Establishment Charge for CONNECT:Direct for all three $4,900.00

23. **Additional Audits and Examinations**
    - Total Charge, Per Audit or Examination ICB*

* ICB charge will be based on a Per Hour Rate of $116.00 plus the cost for data extract reports requested by BSLD.

24. **Optional Service Features**

The service features described in this section are optional and ICB rated. Each may be purchased on a per CIC and ABEC basis. In addition, each may be purchased at the same time the B&C Service Package Agreement is initiated or at any time during the term of this Agreement. When purchasing after initial Service establishment, BSLD will submit a PON, via the OBR Handling Procedures, to order an optional service feature. BSLD will submit one PON per CIC and ABEC for which the service feature is desired.

    (1) Category 41 Service (Mechanized Credits)
        a. Service Establishment Charge $4,800.00
        b. Per-record processed $.30

    (2) Customer-Initiated Wire Checks, Per request $25.75
    (3) Customer-Initiated Suspected LEC Error Investigation, Per request $14.85

    (4) Cellular NPA/NXX/Line Scope Report
    - Per tape processed $150.00[1]
    (5) Detail 800 Service
    - Service Establishment Charge $4,550.00[2]
    (6) Six-Second Billing
    - Service Establishment Charge $2,400.00[2]

[1] Quarterly report. No service establishment or delivery

charges applied when delivered across
CONNECT:Direct.

[2] The contracted Per-Message rate applies to each
record processed.

25. Open Billing Requests (OBRs)

BST will use the following rates and charges to calculate
the total cost of BSLD's regular and expedited OBRs (i.e.,
PONs and OMs). These rates are used to determine the cost
of custom work; e.g., implementation of a non-standard
service feature. When BST can use standard testing
procedures for a new service feature or change, the testing
charge will be quoted separately in the T&C Estimate letter
based on the charges set forth in Section 5. of this Exhibit.
When the new service feature becomes a part of BST's
standard B&C Service Package, BST may set up an
associated service establishment charge based on the
following program and non-program hourly rates as well as
any other costs not included in these rates. BST will
document how testing and service establishment (one-time
development) will be billed to BSLD in the T&C Estimate
letter.

Regular OBRs are any requests to implement a new service
feature, modify or enhance an existing feature, and to
implement, change, or delete a complex pricing plan, cross
contribution plan, discount, and rate structure change.

Expedited OBRs are any request to implement, change, or
delete a simple pricing plan, cross contribution plan,
discount, rate structure change, a USOC and service
order-based non-recurringand recurring charge, fee, and
rate level change.

From receipt of the OBR(regular and expedited), BST will
document the hours and fractions thereof that BST
personnel work and bill BSLD at the following rates and
charges. Fractions of hoursfor regular OBRs will be totaled
and rounded to the nearest hour. For expedited OBRs,
fractional hours will be totaled and rounded to the nearest
half hour.

The standard per-hour program and non-program
development rate is applied for each BST employee who
works on the OBR to design, develop, implement and
maintain. The premium per-hour program and non-program
development rate is applied when BSLD either authorizes
BST employees to work overtime or authorizes BST to
contract a programmer(s) to assist BST in completing the
OBR.
- **Special Order Charge,**
  - Per PON authorized and implemented
    $545.00
- **Program and Non-Program Development Rate,**
  (1) <u>Standard</u>, Per hour $116.00
  (2) <u>Premium</u>, Per hour $146.00

26. Interest Rate and Calculation of Payment

a) Deposit and Reserve Interest Rate
The interest paid on BSLD security deposits and settlement
reserves is .33% per month (.0111% per day simple
interest) or 4% annually. The resulting amount will be

rounded to the nearest penny; i.e., to two decimal places.

b) Late Payment and Claim Payment Interest Rate
The interest paid on late payment and claim payment amounts is .67% per month (.0222% per day simple interest) or 8% annually. The resulting amount will be rounded to the nearest penny; i.e., to two decimal places.

c) Calculation of Interest Payments

(1) B&C Service Security Deposit
For the B&C Service Security deposit set forth in Part One: Section 4. of Exhibit A, the interest rate stated in26.a) above will be applied daily to the deposit amount based on a mutually agreed-upon ending date. BSLD will either receive a check or the deposit will be credited to a subsequent B&C Services bill.

(2) Settlement Reserve
For the Settlement Reserve set forth in Part Four:Sub-Sections 19.8 and 20.8 of Exhibit A, interest will be paid on the residual Settlement Reserve amount returned to BSLD at the end of the 12-month period following the termination date of the Agreement. The interest paid will be calculated by multiplying the interest rate stated in26.a) above times the total number of days from the date the last settlement allowance was withheld from BSLD's settlement to the date of reimbursement.

(3) B&C Services Bills
For B&C Services bills set forth in Part Four: Sub-Section 21.7 of Exhibit A, the interest rate stated in 26.b) above will be applied daily as a late payment factor to the portion of BSLD payment not received by BST on the payment due date. It is calculated for the number of days from the payment due date to, and including, the date BST receives full payment from BSLD.

(4) B&C Services Bill Claim Payments
For B&C Services bill claim payments, set forth in Part Four:Sub-Section 21.8 of Exhibit A,the interest rate stated in 26.b) above will be applied daily to the amount owed. Interest will accumulate beginning either on the date the written documented claim is received by BST or from the bill payment due date, whichever occurs later. The resolution amount will be posted as an adjustment on the next B&C Services bill.

(5) Settlement Payments
For PARS payments, as set forth in Part Four:Sub-Sections 19.7 and 20.7 of Exhibit A, the interest stated in 26.b) above will be applied as a late payment factor to the portion of the balance due not received by the Party owed by the stated PARS due date. It is calculated for the number of days from the payment due date to, and including the date the Party owed receives full payment from the indebted Party.

(6) Settlement Claim Payments
For Settlement claim payments, set forth in Part Four:Sub-Sections 19.7 and 20.7 in Exhibit A,the interest rate stated in 26.b) above will be applied daily to the amount owed. Interest will accumulate beginning

either on the date the written, documented claim of the moneys in question is received by BST, or from the settlement due date, whichever occurs later. The resolution amount will be posted as an adjustment on the next settlement.

(7) Audit Claim Payments

For audit claim payments, as set forth inPart One: Sub-Section 6.4.d) (Final Report and Claim Payment) and (Billing of Claim) of Exhibit A, the interest rate stated in 26.b) above will be applied as follows:

- For interstate and international jurisdictions: Each claim will be reviewed on an ICB to determine applicability of interest payment.
- For intrastate jurisdiction: Interest payment is not applicable in accordance with the state access tariffs.

Application of the interest payment to the claim amount will start on the date the claim is received under the conditions that all supporting documentation is attached to the claim and that both parties mutually agree that the docum entation is accurate and sufficient. When supporting documentation has to be gathered by either or both parties, application of the interest payment will begin the day both parties mutually agree that the supporting documentation is complete and sufficient and on the claim revenue amount.

Application of the interest payment will stop the date the claim revenue amount is posted to BSLD's B&C Services bill and/or settlement due either Party. Interest payment will not be applied to any claim payment if it is determined that the claimant was responsible for the circumstances that caused the error(s). Both Parties will mutually agree on whether or not the interest payment should be applied when multiple circumstances and factors contributed to the error(s).

EXHIBIT C
of the
BellSouth Telecommunications, Inc.
Billing and Collection Service Package
Clearinghouse Operating Agreement
For
BellSouth Long Distance, Inc.

BST does business with thousands of contractors and suppliers. It is a fundamental policy of BST that such dealings shall be conducted on a fair and impartial basis, free from improper influences, so that all participating contractors and suppliers may be considered on the basis of the quality and cost of their product or service.

We are also committed to doing business with contractors and suppliers in an atmosphere that is in keeping with the highest standards of business ethics. Although we recognize that the exchange of gifts and entertainment is customary in some business, we believe this practice often raises embarrassing questions about the motives of both the giver and receiver. Therefore, this company has for some time followed a policy that its employees shall not accept from customers, suppliers of property, goods, or services, or from any other persons, any gifts, benefits, or unusual hospitality that may in any way tend to influence them, or

have the appearance of influencing them, in the
performance of their jobs.

Employees of BST who are authorized to make purchases
or negotiate contracts are aware of this policy.

We believe that firm adherence to this policy will help
establish better business relationships between BST and its
contractors and suppliers. We solicit your cooperation in
achieving that objective.

EXHIBIT D
of the
Billing & Collection Service Package
Clearinghouse Agreement
Between
BellSouth Telecommunications, Inc.
and
BELLSOUTH LONG DISTANCE, INC.

Table of Contents

Section

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1. Definitions

Alleged Fraud. A situation in which the end user refuses to
pay for some or all Telephone Calls charged to its Line
Number Based Card(s) on the basis of an assertion that the
end user did not place the calls or did not charge the calls to
the Part y's card.

BNS (Billed Number Screening). In the call handling
process BNS refers to the identification of (1) public
telephone numbers to which Telephone Calls are not to be
billed, and (2) telephone numbers for which end users have
indicated they do not wish to receive collect calls or permit
third number billing. BST also uses the term "Toll Billing
Exceptions" (TBEs) for BNS.

BSLD and/or Client Telephone Calls. IntraLATA and
interLATA calls of any type, and certain international calls.
It also means any other telecommunication services that are
included within the scope of BSLD and Clients' services
offered to resi dence and business accounts; e.g., directory
assistance.

BST Telephone Calls. Local calls, including extended area calling, and intraLATA calls of any type. It also means any other telecommunication services that are included within the scope of BST's services offered to residence and business accounts ; e.g., directory assistance.

LIDB. Line Information Data Base. LIDB is owned and operated by BST. It is used to validate Line Number Based BST and BSLD cards, and to support other BST calling card related services.

Line Number Based BSLD Card. Any calling card issued by BSLD for Telephone Calling purposes with an account number in the following format: NPA NXX XXXX PIN or RAO 0/1XX XXXX PIN (where X is a number 0 through 9). Any such account number may be u sed by BST and BSLD.

Line Number Based BST Card. Any calling card issued by BST for Telephone Calling purposes with an account number in the following format: NPA NXX XXXX PIN or RAO 0/1XX XXXX PIN (where X is a number 0 through 9 and PIN is four digits). Any such ac count number may be used by BST and BSLD.

PIN or PINN. Four-digit Personal Identification Number (PIN) associated with the end user's calling card number. The PIN or PINN is used as a security device for card number validation.

Telephone Calls. BSLD telephone calls, Client telephone calls, BST telephone calls, or all three as the context requires. A generic reference to the subject.

Telephone Calling. The placing of telephone calls.

Validation. An operator system will send a message, known as a 'query' or 'validation query', to LIDB to determine if the card number and PIN are valid. LIDB will attempt to send a return message, known as a 'response' or 'validation response', t o inform the company that sent the query whether the number and PIN are valid records in LIDB.

2. General Description

Exhibit D sets forth the terms and conditions by which BST will honor BSLD-issued calling cards to end users who also have a BST account, and by which BSLD will honor BST-issued calling cards.

The purpose of this Mutual Honoring Arrangement is to enable BST end users the convenience of billing BST Telephone Calls and BSLD or Client Telephone Calls whether such Telephone Calls are placed with their BST or BSLD calling card account number, and to facilitate the timely and accurate billing of all such Messages/calls.

Nothing in this Agreement is intended to require either Party to issue and maintain, or to prohibit or restrict either Party in any way from issuing and maintaining Line Number Based cards, or any other calling cards in its own name. Both Parties ackn owledge and agree that their duties and obligations under this Part, with respect to Line Number Based cards, will remain in effect whether or not

one of the Parties, at any time during the term of this Agreement, ceases to issue and maintain Line Number Based cards, or any other calling cards in its own name.

3. Handling of Calling Card Telephone Calls

3.1 BST-Carried Telephone Calls With BSLD Cards

On or after the effective date of this Agreement, when an end user makes a BST-carried Telephone Call that reaches a BST operator system and requests that such call be billed to a Line Number Based BSLD card, the call will be handled in the following m anner:

a. Authorization
BSLD authorizes BST to accept the Line Number Based BSLD card for such Call.

b. Validation
BST will validate such card in its LIDB.

c. Transmission
BST will transmit such call over facilities owned or contracted for by BST.

d. Recording, Rating, and Billing
BST will record the details of such call, rate the call, and issue a bill to the cardholder.

e. Revenue, Unbillables, and Uncollectibles
BST will retain the revenues for such call and bear the loss for any unbillable and any uncollectible amount, together with any Taxes resulting therefrom unless such unbillable or uncollectible is the result of the negligence or willful act of BSLD.

3.2 BSLD and Client-Carried Telephone Calls With BST Cards

On or after the effective date of this Agreement, when an end user makes a BSLD or Client-carried Telephone Call that reaches a BST, BSLD or Client operator system and requests that such call be billed to a Line Number Based BST card, the call will be handled in the following manner:

a. Authorization
BST authorizes BSLD to accept the Line Number Based BST Card for such Call.

b. Validation
BSLD or Client will validate such card in BST's LIDB at rates established in the applicable BST tariffs.

c. Transmission
BSLD will transmit such call over facilities owned or contracted for by BSLD or Client.

d. Recording, Rating, and Billing
BSLD or Client will record the details of such call, rate the call, and forward the Message to BST who will perform the billing pursuant to the terms and conditions of this Agreement. When BST performs the billing, a BSLD-handled Message will appear on BSLD's bill page and a Client-handled Message will appear on BSLD's clearinghouse bill page in the Client's 'Service Provider'

section of the page.

e. Revenue, Unbillables, and Uncollectibles
The revenues for such calls are the property of BSLD.
When BST bills such calls on behalf of BSLD or Client,
BST will collect and remit said revenues in accordance
with the terms and conditions of this Agreement. BSLD
will bear the loss for a ny unbillable and any uncollectible
amount, together with any Taxes resulting therefrom unless
such unbillable or uncollectible is the result of the
negligence or willful act of BST.

4. Blocking of End-User Calls

Each Party reserves the right to block end users' access to
its network, which right will include, but not be limited to,
the right to refuse to accept the other Party's Line Based
Number Cards, for non-payment of Telephone Calls
charged to the oth er Party's Line Number Based Card.
Each Party also has the right to refuse to accept the other
Party's Line Number Based Cards for Telephone Calls
originating and/or terminating in locations where the Party
considers the level of possible Fraud too high.

BSLD will provide BST with a minimum of two hours
prior notice, in writing, via facsimile transmission or
e-mail, directed to such BST location as directed by BST,
in writing, before blocking an end user's access to BSLD or
Client's network, and before implementing any decision to
not accept an end user's BST Line Number Based Card for
BSLD or Client Telephone Calls.

BST will provide BSLD with a minimum of two hours
prior notice, in writing, via facsimile transmission or
e-mail, directed to such BSLD location as directed by
BSLD, in writing, before blocking an end user's access to
BST's network, and before implemen ting any decision to
not accept an end user's BSLD Line Number Based Card
for BST Telephone Calls.

5. Utilization of BST's LIDB

BSLD and Clients agree to utilize BST's LIDB for the
purposes of (1) validating the use of a Line Number Based
BST card for billing a BSLD or Client Telephone Call, (2)
obtaining restricted PIN validation, and (3) obtaining Billed
Number Screening (BNS) data. BSLD and Clients are
permitted to use BST's LIDB pursuant to BST's interstate
and intrastate tariffs governing the purchase of LIDB
Services.

BST will utilize BST's LIDB for the purposes of (1)
validating the use of a Line Number Based BSLD Card for
billing a BST Telephone Call, (2) obtaining restricted PIN
validation, and (3) obtaining BNS data.

LIDB will give the company who issued a query, one of
three different responses as defined below:
    a. Positive Response: indicating that the card
        number and PIN are valid.
    b. Negative Response: indicating that the card
        number and/or PIN are not valid.
    c. Indeterminate Response: The operator system
        does not receive a response to a validation
        query, or receives a response from the LIDB

indicating that validation queries are not to be sent for a specific time period, or receives a response that is not de fined as positive or negative.

For purposes of this Agreement, the following conditions will be deemed to be situations in which an indeterminate response is received:

    a. The operator system turn-around period expires before a response to a validation query is received from LIDB;

    b. The operator system receives a response to a validation query that indicates network congestion or that LIDB overload condition(s) exist;

    c. The operator system does not send a validation query because it has been advised not to do so due to network congestion or data base overload condition(s).

If BSLD or Client establishes its own LIDB-type data base(s) at any time during the term of this Agreement, BST will be permitted to access such data base(s) as BSLD and Client begins accessing this data base(s) for its own validation of BSLD or Client Telephone Calls for the purposes of card validation, restricted PIN validation, and obtaining BNS data.

6. Data Base Access Provisions

BST will provision, at its own expense, an acceptable means of access to any BSLD or Client owned data base. BSLD and Clients will provision, at their own expense, an acceptable means of access to LIDB or to such other validation systems used by B ST for its calling cards.

BSLD and BST agree to work together in good faith to complete testing of the features described herein and the validation query process.

The Parties agree to satisfactory standards for data base performance and reliability of the data bases and operator systems utilized under this Mutual Honoring Arrangement, including, but not limited to, matters such as on-line availability and data b ase inquiry response times.

BST will retain ownership of and control over the management of LIDB. Such ownership and control includes BST's right, in its sole discretion, to change procedures applicable to accessing the data base and/or conducting a validation query. Nothing in this Agreement is intended to affect the ownership of LIDB or any other BST data base used by BSLD or Client under this Agreement.

Likewise, if BSLD or Client establishes its own LIDB-type data base(s) at any time during the term of this Agreement, BSLD and Clients will retain ownership and control over the management of their data bases utilized by BST under this Agreement. Such ownership and control includes BSLD and Clients' right, in their sole discretion, to change procedures applicable to accessing the data base and/or conducting a validation query. Nothing in this Agreement is intended to affect the ownership of these da ta bases or any other BSLD or Client data base used by BST under this

Agreement.

In the event of a planned change in the procedures, a data base, or change in the location of a data base that requires the Parties to make changes in order to accommodate their functions under this Agreement, the Party making the change will provide t he other Party with as much advance notice as is practical, in writing, but in any event not less than six months.

If a Party implements an additional data base, that Party will be required to provide the other Party with at least 90 days advance notice, in writing, provided, however, that if the notified Party is required to connect to additional STP gateways, the n the Party implementing the additional data base will be required to provide the other Party with at least 18 months advance notice. If the notified Party determines, in its sole discretion, that the noticed changes will adversely affect its ability to access the new or existing data base(s), or that the change will require it to incur an unwarranted amount of additional expense, the notified Party may terminate this Mutual Honoring Arrangement in accordance with the terms and conditions set forth in th e principal document.

Each Party's right under this Agreement to access a data base owned or provided by the other will be limited solely to its performance of validation queries, obtaining restricted PIN validation and obtaining BNS data, in accordance with the provisions set forth in this Part.

7. General Provisions

Except as otherwise provided in this Part, the billing and collection functions performed pursuant to this Mutual Honoring Arrangement will be governed by the applicable sections of this Agreement.

Each Party will safeguard billing information received from another Party in the same manner as it safeguards its own billing information, but in no event with less than reasonable care.

Each Party will maintain, for a reasonable period of time, such records as may be required to provide information to support litigation proceedings involving the other Party in dealing with bills to end users for either Party's Telephone Calls made wit h the other Party's Line Number Based Card.

BSLD may request changes to BST's LIDB through the OBR Handling Procedures. Each request will be evaluated, and approved or denied on an ICB. BSLD agrees to pay BST any development charges and/or additional recurring rates which result from implement ing an approved PON.

8. Other Types of Telephone Calls

8.1 Independent Company Telephone Calls for Which

BST Provides Operator Services

In the event that BST, acting in its capacity as operator service provider for an independent telephone company (ICO), releases for completion a BST, BSLD or Client

Telephone Call carried by the ICO and charged to a Line Number Based BSLD Card, then fo r the purposes of this Mutual Honoring Arrangement this call will be treated as a BST-carried Telephone Call with the ICO.

BSLD will not compensate the ICO for the Message revenue generated by the ICO-carried

Telephone Call, and the ICO will not compensate BSLD for the Message revenue generated by the ICO-carried Telephone Call.

Furthermore, BSLD or Client will have no obligation to indemnify and hold BST harmless if BSLD compensates such ICO as a result of an error or omission by BST personnel or equipment, including, but not limited to, BST's act of releasing the call for co mpletion without having attempted to validate the Line Number Based BSLD Card, or after having received a negative response from LIDB. BSLD also will have no obligation to indemnify and hold BST harmless even if BSLD returns the Message detail and associ ated revenue to the ICO.

BST's act of releasing the ICO-carried Telephone Call after having received a positive or indeterminate response from LIDB will not constitute an error or omission nor will it make inapplicable BSLD's obligations set forth in the above paragraph.

8.2 Telephone Calls Charged to A BSLD Card Carried by A Third Party

BST will use existing agreements with third parties along with associated procedures to bill Telephone Calls carried by third parties billed to a Line Number Based BSLD Card. BST will settle with the third party based on the existing agreement between these parties. BSLD will have no right to any revenue associated with such Telephone Calls.

9. Limitation of Liability

Notwithstanding any other provision of this Agreement to the contrary, each Party's liability to the other under this Part will be limited to the actual damages sustained as a result of a Party's breach of contract or negligent, reckless, or willfu l misconduct. In no event will either Party be liable to the other for any special, incidental, consequential, punitive, or exemplary damages of any kind.
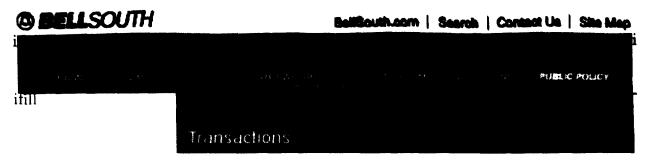
10. Termination of This Mutual Honoring Arrangement

If BSLD or any Client introduces or modifies service offerings that are within the definition of BSLD or Client Telephone Calls such that the service offerings may be charged only to a BSLD Line Number Based Card or if BSLD or Client decides to ch arge a different rate for BSLD or Client Telephone Calls charged to such cards than it charges for BSLD or Client Telephone Calls charged to BST Line Number Based Cards, then BST may request immediate officer escalation to discuss the matter. If the matt er is not resolved to the mutual satisfaction of both Parties, BST may terminate this Mutual Honoring Arrangement pursuant to the termination clause set forth in the principal document.

If BST introduces or modifies service offerings that are within the definition of BST Telephone Calls such that the service offerings may be charged only to a BST Line Number Based Card or if BST decides to charge a different rate for BST Telephone Cal ls charged to such cards than it charges for BST Telephone Calls charged to BSLD or Client Line Number Based Cards, then BSLD may request immediate officer escalation to discuss the matter. If the matter is not resolved to the mutual satisfaction of both Parties, BSLD may terminate this Mutual Honoring Arrangement pursuant to the Termination clause set forth in the principal document.

Transactions

Transactions Between
BellSouth
Telecommunications,
Inc. and BellSouth Long
Distance Inc.

Filings and Positions

END TO END TEST AGREEMENT

This Agreement made and entered into this _____ day of
_____, 1998, by and between BellSouth
Telecommunications, Inc., a Georgia corporation (hereinafter
"BST"), and BellSouth Long Distance, Inc., a Georgia corporation
(hereinafter "BSLD").

WHEREAS, BST provides interexchange access services pursuant
to its various tariffs; and

WHEREAS, BSLD wishes to obtain such access service to trial
transport service which it provides or will provide for sale to end
users.

NOW, THEREFORE, in consideration of the mutual covenants,
agreements and obligations set forth below, the parties hereby
agree as follows:

I. PURPOSE OF THIS TEST

The purpose of this Test is to enable the parties to this Agreement
to test various electronic and manual interfaces and systems which
are necessary to the parties' provision of the services which they
offer to each other and/or to telecommunications end users.

II. TEST PERIOD

The Test shall begin on or about
_____, 1998, and shall end on
or about _____, 1998 (the "Test
Period"). The Test Period may be extended if mutually agreed to by
the parties in writing.

III. TEST LOCATIONS

Test locations shall be in BST tandems and end offices as set forth
in Attachment 1 which is hereby made a part of this Agreement as
if fully incorporated herein.

IV. FINANCIAL RESPONSIBILITIES

BST's normal tariff charges shall apply for the Test. Such charges
shall be billed to BSLD. BSLD shall pay BST, as appropriate,
residence, business, and operator services rates as established in
BST's Federal and State Access Tariffs. Except as specifically
provided in this article IV, each party shall bear its own expense in
order to participate in this trial.

V. BST'S DUTIES

A. BST shall establish internal procedures to ensure that the only lines that will be presubscribed to CIC 187 during the Test Period are lines associated with the numbers on the Approved ANI List to be provided by BSLD and that calls originating from any number not on the Approved ANI List will not be completed during the Test Period.

B. BST will process ASRs submitted by BSLD to establish special trunk groups to carry traffic directed to CIC 187.

C. BST will activate CIC 187 as a valid code in the Equal Access Service Center ("EASC") at the offices set forth in Attachment 1 of this Agreement..

D. BST will process PIC change orders to CIC 187.

VI. BSLD's DUTIES

A. BSLD shall supply to BST in a format determined by BST orders to presubscribe a total of _____ residence and business end user customer accounts to BSLD as the LPIC (where permissible) and PIC for each such account.

VII. SHARED DUTIES

The parties shall participate in joint planning prior to the beginning of the actual test. Each party shall bear its own administrative costs of participating in such planning.

VIII. CONFIDENTIAL/PROPRIETARY INFORMATION

A. Confidential Information

(1) Information furnished or disclosed by one party or its agent or representative (the "Originating Party) to the other party or its agent or representative (the "Receiving Party") in connection with or in contemplation of this Agreement (including but not limited to proposals, contracts, tariff and contract drafts, specifications, drawings, network designs and design proposals, pricing information, strategic plans, computer programs, software and documentation, and other technical or business information related to current and anticipated BST or BSLD products and services), shall be "Confidential Information."

(2) If such information is in written or other tangible form (including, without limitation, information incorporated in computer software or held in electronic storage media) when disclosed to the Receiving Party, it shall be Confidential Information only if it is identified by clear and conspicuous markings to be confidential and/or proprietary information of the Originating Party; provided, however, that all written or oral proposals exchanged between the parties regarding pricing of the Services shall be Confidential Information, whether or not expressly indicated by markings or statements to be confidential or proprietary.

(3) If such information is not in writing or other tangible form when disclosed to the Receiving Party, it shall be Confidential Information only if (1) the original disclosure of the information is accompanied by a statement that the information is confidential and/or proprietary, and (2) the Originating Party provides a written description of the information so disclosed, in detail reasonably sufficient to identify such information, to the Receiving Party within thirty (30) days after such original disclosure.

(4) The terms and conditions of this Agreement shall be deemed Confidential Information as to which each party shall be both an Originating Party and a Receiving Party.

(5) Confidential Information shall be deemed the property of the Originating Party.

(6) The following categories of information shall not be Confidential Information:

(a) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; or

(b) obtained from a source other than the Originating Party through no breach of confidence by the Receiving Party; or

(c) in the public domain when received, or thereafter enters the public domain through no fault of the Receiving Party; or

(d) disclosed by the Originating Party to a third party without restriction;

(e) lawfully in the possession of the Receiving Party at the time of receipt from the Originating Party.

(7) Rights and obligations provided by this Section shall take precedence over specific legends or statements associated with information when received.

B. Protection of Confidentiality

A Receiving Party shall hold all Confidential Information in confidence during the Term and for a period of three (3) years following the end of the Term or such other period as the parties may agree. During that period, the Receiving Party:

(1) shall use such Confidential Information solely in furtherance of the matters contemplated by this Agreement and related to either party's performance of this Agreement;

(2) shall reproduce such Confidential Information only to the extent necessary for such purposes;

(3) shall restrict disclosure of such Confidential Information to such of its employees or its affiliate's employees as have a need to know such information for such purposes only.

(4) shall advise any employees to whom such Confidential Information is disclosed of the obligations assumed in this Agreement;

(5) shall not disclose any Confidential Information to any third party (not including disclosure to a BellSouth subsidiary) without prior written approval of the Originating Party except as expressly provided in this Agreement; and

(6) shall take such other reasonable measures as are necessary to prevent the disclosure, unauthorized use or publication of Confidential Information as a prudent business person would take to protect its own similar confidential information, including, at a minimum, the same measures it uses to prevent the disclosure, unauthorized use or publication of its own

similar proprietary or confidential information.

C. Disclosure to or by Affiliates or Subcontractors

In the absence of a contrary instruction by a party, such party's affiliates and its subcontractors performing work in connection with this Agreement shall be deemed agents of such party for purposes of receipt or disclosure of Confidential Information. Accordingly, any receipt or disclosure of Confidential Information by a party's affiliate, or its subcontractor performing work in connection with this Agreement, shall be deemed a receipt or disclosure by the party.

D. Return or Destruction of Confidential Information

(1) Upon termination of this Agreement, or at an earlier time if the information is no longer needed for the purposes described in this Section IX, each party shall cease use of Confidential Information received from the other party and shall use its best efforts to destroy all such Confidential Information, including copies thereof, then in its possession or control. Alternatively, or at the request of the originating party, the Receiving Party shall use its best efforts to return all such Confidential Information and copies to the Originating Party.

(2) Any Confidential Information that is contained in databases and/or mechanized systems in such a manner that it reasonably cannot be isolated for destruction or return, shall continue to be held in confidence subject to the provisions of this Agreement.

(3) The rights and obligations of the parties under this Agreement with respect to any Confidential Information returned to the Originating Party shall survive the return of the Confidential Information.

E. Disclosure to Consultants

A Receiving Party may disclose Confidential Information to a person or entity (other than a direct competitor of the Originating Party) retained by the Receiving Party to provide advice, consultation, analysis, legal counsel or any other similar services ("Consulting Services") in connection with this Agreement or the Services (such person or entity hereinafter referred to as "Consultant") only with the Originating Party's prior permission (which shall not be unreasonably withheld) and only after the Disclosing Party provides to the Originating Party a copy of a written agreement by such Consultant (in a form reasonably satisfactory to the Originating Party):

(a) to use such Confidential Information only for the purpose of providing Consulting Services to the Receiving Party; and

(b) to be bound by the obligations of a Receiving Party under this Agreement with respect to such Confidential Information.

F. Required Disclosure

(a) A Receiving Party may disclose Confidential Information if such disclosure is in response to an order or request from a court, the FCC, or other regulatory body; provided, however, that before making such disclosure, the Receiving Party shall first give the Originating Party reasonable notice and opportunity to object to the order or request, and/or to obtain a protective order covering the Confidential Information to be disclosed.

(b) If the Federal Communications Commission ("Commission") or a state regulatory entity with applicable jurisdiction orders either party to file this Agreement with the Commission or such state regulatory entity pursuant to authority granted by law or regulation, the party charged with such filing shall provide notice to the other party as provided in Section X and file the Agreement to the extent required. Each party shall request confidential treatment in connection with such filing.

G. Injunctive Remedy

In the event of a breach or threatened breach by a Receiving Party or its agent or representative of the terms of this Section IX, the Originating Party shall be entitled to an injunction prohibiting such breach in addition to such other legal and equitable remedies as may be available to it in connection with such breach. Each party acknowledges that the Confidential Information of the other party is valuable and unique and that the use or disclosure of such Confidential Information in breach of this Agreement will result in irreparable injury to the other party.

IX. NOTICES

Notices given pursuant to this Agreement shall be sent by U. S. Mail, first class, postage prepaid, or by facsimile, to the following addresses:

A. BST

_____
_____
_____
Facsimile Number _____

B. BSLD

_____
_____
_____
Facsimile Number _____

X. PUBLICITY AND PROMOTION

Each party agrees that there will not be any publicity or promotion relating to this Test.

XI. LIABILITY

Neither the parties (nor their respective affiliates) will be liable to each other for any direct, incidental, special or consequential damages, including lost profits, sustained or incurred in connection with the performance or non-performance of this Test, whether in tort, contract, strict liability, or otherwise, and whether or not such damages were foreseen or unforeseen, except for the obligation to pay charges for services provided.

XII. TERMINATION

Either party, in its sole discretion, may terminate this Agreement upon ten (10) days written notice to the other parties.

XIII. MODIFICATION

This Agreement can be changed or modified only by written amendment signed by each of the parties.

XIV. COMPLETE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings.

This Agreement is effective this _____ day of _____, 1998. **BELLSOUTH TELECOMMUNICATIONS, INC.**

By: _____
(signature)

By: _____
(printed name)

Title: _____
Date: _____

BELLSOUTH LONG DISTANCE, INC.

By: Joseph M. Gilman
(signature)

By: _____
(printed name)

Title: Sr. VP - Bus. Opns
Date: 4/28/98

Attachment 1

STATE	TANDEM	END OFFICES	
	Louisiana	NWORLAMAOG1	All subtending BST end offices and NWORLAMADOSOand MWORLAMUDSO
	Mississippi	JCSNMSCPO6T	All subtending BST end offices and JCSNMSCPDS2
	Georgia	ATLNGABU01T	ALl subtending BST end offices and ATLNGABUDS2
	Alabama	BRHMALMTOGT	All subtending BST end offices and BRHMALMTDS1
	South Carolina	GNVLSCDT60T	All subtending BST end offices and GNVLSCDT23F
	North Carolina	CHRLNCCA05T	All subtending BST end offices and CHRLNCCA34G
	Florida	NDADFLGG04T	All subtending BST end offices and NDADFLGGDSO

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B. Neither party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.

C. Neither party shall be liable for damages to the other party's terminal location, point of interconnection, or the other party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such Party's gross negligence or willful misconduct.

D. Each party shall, to the greatest extent permitted by the law governing this Agreement ("Applicable Law"), include in its tariff (if it files one) or, where it does not file a tariff, in an appropriate contract with its customers that relates to the subject matter of this Agreement, a limitation of liability (i) that covers the other party to the same extent the first party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.

E. No Consequential Damages - EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION XVIII, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY AGREES TO HOLD HARMLESS THE OTHER PARTY AND SUCH OTHER PARTY'S AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ALL SUCH DAMAGES. PROVIDED, HOWEVER, NOTHING CONTAINED IN THIS SECTION XVIII SHALL LIMIT A PARTY'S LIABILITY TO THE OTHER FOR (I) WILLFUL OR INTENTIONAL MISCONDUCT, GROSS NEGLIGENCE, OR FAILURE TO HONOR ONE OR MORE OF THE MATERIAL PROVISIONS OF THIS AGREEMENT IN ONE OR MORE MATERIAL RESPECTS; (II) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENT ACT OR OMISSION OR THAT OF ITS AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION XVIII LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS AS SPECIFIED HEREIN.

F. Obligation to Indemnify - Each party shall, and hereby agrees to, defend at the other party's request, indemnify and hold harmless the other party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in

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Insert new pages.

notification of BellSouth Network Affecting Events, testing, dispatch schedule and measurement and exception reports).

13.2.8   BellSouth shall provide billing and recording information to track database usage consistent with connectivity billing and recording requirements as specified in this Agreement (e.g., recorded message format and content, timeliness of feed, data format and transmission medium).

13.2.9   BellSouth shall provide SCPs/Databases in accordance with the physical security requirements specified in this Agreement.

13.2.10   BellSouth shall provide SCPs/Databases in accordance with the logical security requirements specified in this Agreement.

13.3   **Local Number Portability Database**

13.3.1   **Definition**

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide the PNP database as directed by the FCC.

13.4   **Line Information Database (LIDB):**

This Subsection 13.4 defines and sets forth additional requirements for the Line Information Database. This Subsection 13.4 supplements the requirements of Subsection 13.2 and 13.8 of this Attachment. SOSCo acknowledges that BellSouth will store in its LIDB only records relating to service in the BellSouth region.

13.4.1   **Definition**

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers (in accordance with the requirements in the technical reference in Section 13.8.5 of this Attachment). LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces

to administrative systems. The administrative system interface provides SOSCo Work Centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.

13.4.2   **Technical Requirements:**

SOSCo LIBD technical requirements are set forth below. BellSouth also will offer to SOSCo any additional capabilities that are developed for LIBD during the life of this Agreement.

13.4.2.1   Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable SOSCo to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, (in accordance with the technical reference in Section 13.8.5 of this Attachment) whether ported or not, for which the non-SOSCo dedicated NPA-NXX or RAO-0/1XX Group is supported by that LIDB, except for numbers ported from a third party local services provider.

13.4.2.2   Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable SOSCo to store in BellSouth's LIDB any customer Line Number or Special Billing Number (in accordance with the technical reference in Section 13.8.5) record, whether ported or not, and SOSCo dedicated NPA-NXX or RAO-0/1XX Group Records. except for numbers ported from a third party local services provider.

13.4.2.3   Subsequent to the availability of a long-term solution for Local Number Portability, BellSouth shall enable SOSCo to store in BellSouth's LIDB any customer Line Number or Special Billing Number (in accordance with the technical reference in Section 13.8.5) record, whether ported or not, regardless of the number's dedicated NPA-NXX or RAO[NXX]-0/1XX., except for numbers ported from a third party local services provider.

13.4.2.4   BellSouth shall perform the following LIDB functions (i.e., processing of the following query types as defined in the technical reference in Section 13.8.5 of this Attachment) for SOSCo's customer records in LIDB:

13.4.2.4.1   Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and

13.4.2.4.2   Calling Card Validation: If SOSCo chooses to offer Tel Line Number TLN and/or Special Billing Number (SBN credit cards, calling card validation will be supported for the SOSCo customer data in the LIDB.

13.4.2.5   BellSouth shall process SOSCo's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB